Received by NSD/FARA Registration Unit 01/04/2022 6:01:07 PM OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration Number
Arnold & Porter Kaye Scholer LLP		1750
3. Primary Address of Registrant		
601 Massachusetts Avenue, NW Washington, DC 20001-3743		
4. Name of Foreign Principal	5. Address of Foreign Principal	
Malaysian Palm Oil Council through the DCI Group AZ, L.L.C.	7th Floor, Menara Axis No 2 Jalan 51A/223, Section 51A 46100 Petaling Jaya, Selangor, Malaysia	
6. Country/Region Represented Malaysia		
7. Indicate whether the foreign principal is one of the following	Ç.	
☐ Government of a foreign country ¹		
☐ Foreign political party		
Foreign or domestic organization: If either, check one of the following:		
☐ Partnership ☐	Committee	
☐ Corporation ☐	Voluntary group	
☐ Association 🗷	Other (specify) Non-profit organization	
☐ Individual-State nationality		
8. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant		
b) Name and title of official with whom registrant engages		

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If t	he for	eign principal is a foreign political party, state:		
	a)	Name and title of official with whom registrant engages		
	b)	Aim, mission or objective of foreign political party		
10. If th	ne for	ign principal is not a foreign government or a foreign political party:		
	a)	State the nature of the business or activity of this foreign principal.		
		To promote the market expansion of Malaysian palm oil and its products by enhancing the image of palm acceptance of palm oil through awareness of various technological and economic advantages (techno-economic environmental sustainability.		
	b)	Is this foreign principal:		
	Su	pervised by a foreign government, foreign political party, or other foreign principal	Yes 🗷 No 🗌	
	Ov	ned by a foreign government, foreign political party, or other foreign principal	Yes 🗌 No 🗷	
	Di	ected by a foreign government, foreign political party, or other foreign principal	Yes 🗷 No 🗌	
	Co	ntrolled by a foreign government, foreign political party, or other foreign principal	Yes 🗷 No 🗌	
	Financed by a foreign government, foreign political party, or other foreign principal Yes 🗷 No 🗌			
	Su	sidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗷 No 🗆	
11. Ex	plain	iully all items answered "Yes" in Item 10(b).		
		sian Palm Oil Council is controlled by, and receives direction and financial support from, the Ministry of Pla es (MPIC) of the Malaysian Government.	ntation Industries and	
		eign principal is an organization and is not owned or controlled by a foreign government, fore rincipal, state who owns and controls it.	ign political party or other	

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
January 4, 2022	Dorothy Ames Jeffress	DAdy

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Justice, washington, DC 20330, and to the Office of Information and K	egulatory Arrails, Office of Management and Budget, Washington, DC 2000
1. Name of Registrant	2. Registration Number
Arnold & Porter Kaye Scholer LLP	1750
3. Name of Foreign Principal	
Malaysian Palm Oil Council through the DCI Group AZ, L.L.C.	
Check App	propriate Box:
4. The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is
foreign principal has resulted from an exchange of corres	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.
contract nor an exchange of correspondence between the	nd the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of anding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign	principal? January 4, 2022
8. Describe fully the nature and method of performance of the al	bove indicated agreement or understanding.
[1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	ct, the Registrant will provide legal and strategic counsel to the DCI Group of the Council's efforts to improve the labor and human rights policies and

9.	Describe fully the	e activities the registrant enga	ges in or proposes to engage in	on benaif of the above foreign principal.
			el to the DCI Group AZ, L.L.C. as it rights policies and practices of Mala	works with the Malaysian Palm Oil Council in support of aysia.
10.	Will the activities	on behalf of the above foreig	n principal include political act	ivities as defined in Section 1(o) of the Act ¹ .
	Yes 🗷	No 🗆		
	together with the involving lobbyin	means to be employed to ach	ieve this purpose. The response	relations, interests or policies to be influenced must include, but not be limited to, activities nomic development, and preparation and
		s to improve the labor and human		works with the Malaysian Palm Oil Council in support of aysia, potentially including outreach to the public and to
		of registration for this foreign foreign principal?	n principal has the registrant eng	gaged in any registrable activities, such as political
	Yes 🗆	No 🗷		
	policies sought to delivered speeche names of speaker	be influenced and the means es, lectures, social media, inters, and subject matter. The respection management, public rel	employed to achieve this purpornet postings, or media broadca ponse must also include, but no	mong other things, the relations, interests, and ose. If the registrant arranged, sponsored, or sets, give details as to dates, places of delivery, at be limited to, activities involving lobbying, and preparation and dissemination of
	Set forth below a	general description of the reg	gistrant's activities, including po	olitical activities.
	n/a			
	Set forth below in	n the required detail the regis	trant's political activities.	
	Date 0	Contact	Method	Purpose
	n/a			

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12. During the period beginning 60 days prior to the obligation to register ³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?			
Yes 🗆	No 🗷		
If yes, set forth	below in the required	detail an account of such monies or things of val-	ue.
Date Received	From Whom	Purpose	Amount/Thing of Value
n/a			
			Total
13. During the perio	od beginning 60 days	prior to the obligation to register ⁴ for this foreign	n principal, has the registrant disbursed or
toronto de la companya del la companya de la compan		activity on behalf of the foreign principal or tran	
Yes \square	No 🗷		
If yes, set forth	below in the required	detail and separately an account of such monies,	including monies transmitted, if any.
Date	Recipient	Purpose	Amount
n/a			
·			

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
January 4, 2022	Dorothy Ames Jeffress	DAdy

Claire E. Reade + 1 202.942.5549 Direct Claire.Reade@arnoldporter.com

December 30, 2021

Mr. Douglas Goodyear DCI Group AZ, L.L.C. 2000 K Street, NW Suite 900 Washington, DC 20036

Re: Representation of DCI in Connection with the Malaysia Palm Oil Council

Dear Mr. Goodyear:

We are very pleased that DCI Group AZ, L.L.C. ("DCI" or "you") has engaged Arnold & Porter Kaye Scholer LLP, a limited liability partnership organized under the laws of the State of Delaware (the "Firm"), to support DCI in connection with its public policy counseling work on behalf of the Malaysian Palm Oil Council (the "Council"). We will provide legal and strategic counsel to DCI as it works with the Malaysian Palm Oil Council in support of the Council's efforts to improve the labor and human rights policies and practices of Malaysia.

The purpose of this letter is to set forth our mutual understanding as to the basis on which the Firm will represent DCI with respect to these matters. The Firm and DCI are referred to herein collectively as the "parties" and individually as a "party".

1. <u>Fee Calculation</u>. The Firm will charge DCI a fixed fee retainer of \$32,500 per month for this matter. This amount may be adjusted in the future, including in connection with any extensions of this agreement discussed in paragraph 2 below, if both parties agree. The Firm and DCI understand that this fixed fee applies to the services to DCI described above and not to represent DCI or the Council in contested proceedings, such as litigation, arbitration, or other matters before the U.S. Government.

You should know that we cannot make any promises or guarantees to you concerning the outcome of the matter for which you have retained us and nothing in the representation letter shall be construed as such a promise or guarantee. If the matters addressed do not reach a successful conclusion for any reason, DCI is still directly responsible for all fees and disbursements charged by the Firm in the representation.

2. <u>Term of this Agreement</u>. The term of this agreement shall be for an initial period of three months, beginning on January 1, 2022 and ending on March 31, 2022.

Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW | Washington, DC 20001-3743 | www.arnoldporter.com

Mr. Douglas Goodyear December 30, 2021 Page 2

This agreement will be automatically renewed for additional three-month periods beginning April 1, 2022, unless terminated in writing by either party. Upon termination or expiration of this engagement letter, neither party shall have any further obligation hereunder, except for payment for services rendered prior to the date of termination or expiration, and except for the obligation of an attorney to a former client under applicable laws and Rules of Professional Conduct.

- 3. Reimbursement for Expenses. In performing this engagement, we may make disbursements and incur internal charges on your behalf. These may include disbursements or charges for such items as travel and transportation expenses (including subsistence expenses while on travel); express delivery and express postage charges; duplicating charges; expenses associated with overtime work; and any special computer, data processing, or similar expenses that are beyond the capacity of the Firm's existing system. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services. Please note that we do not pay third party vendor invoices in excess of \$10,000.00 until we have received payment from you for such services. A schedule of our current charges for expenses is attached.
- 4. Statements for Fees and Expenses. On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing such reasonable detail as you may require. All such statements are due and payable within 30 days following your receipt of them. We understand that internal accounts payable processing may occasionally cause delays in the payment of our statements, and I am sure that you understand that undue delays in the payment of our statements increase our costs in providing legal services to all of our clients. For this reason, and in order to avoid burdening clients who pay our statements promptly with the costs we incur when others are late, the Firm reserves the right to impose an additional charge of 1 percent per month from the statement date if statements are not paid in a timely manner. Furthermore, if our fees are not paid timely, we reserve the right to terminate our services and withdraw from any matter, proceeding or case then pending, so long as our withdrawal can be accomplished in accordance with applicable Rules of Professional Responsibility. Additionally, should it become necessary, you will be responsible for any costs and attorneys' fees incurred by this Firm in collecting any unpaid and outstanding balances owed. Except where prohibited, we shall have a lien on all of your documents, property, or money in our possession for the payment of all sums due us from you under the terms of this engagement. The disadvantage of the lien to you is that, should we have a dispute over our fees and costs, it could delay your receipt of the funds that are in dispute. However, we ask for such a lien to protect our right to payment

Mr. Douglas Goodyear December 30, 2021 Page 3

of our fees and costs, and should a dispute over our fees or costs arise, we will make every effort to resolve that dispute promptly.

Pursuant to Part 137 of the Rules of the Chief Administrator of the New York Courts, we advise all our clients that, if a dispute arises over our fees, and our representation has involved work by a New York attorney and a material amount of work in New York, the client may have the right to arbitration of this dispute.

5. Waiver of Future Conflicts. Arnold & Porter LLP is a national and international law firm that represents a diverse array of individuals, companies, and other entities, including manufacturers and retailers of food products. A summary of our current practice areas and the industries in which we represent clients can be found on our web site at www.arnoldporter.com. Some of our current or future clients may have matters in conflict with DCI. Such matters could pose a variety of risks, direct or indirect, to your business, legal, financial, or other interests. So that we are not unnecessarily conflicted from representing you or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters distinct from the matters on which we represent them. Thus, by accepting this letter, you agree that we will not be disqualified by reason of our representation of you from representing any client with interests adverse to you in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by you.

You also acknowledge that with respect to information that the Firm acquires during the representation of other clients, neither you nor any other person or entity will have any right or expectation of access to or use of such information. And, of course, we will similarly hold your information and secrets in confidence.

The occasion might arise for us to consult regarding our engagement for you with our own counsel - our General Counsel or other firm lawyers -- or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultation. Accordingly, a condition of this engagement is that you consent to such consultation occurring and waive any claim of conflict of interest based on such consultation. You also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to you.

6. <u>Conclusion of Our Representation</u>. If, at any time we conclude that there are no active matters in which we are representing you, you will be considered a former,

Mr. Douglas Goodyear December 30, 2021 Page 4

rather than a current client of the Firm, unless and until you ask us to perform additional services, and we agree to perform them.

You and we are free, of course, to terminate this engagement at any time as noted in Section 2. We also may terminate the engagement for the reasons described in Section 3.

- 7. Retention of Records. The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. When we complete a particular matter that you have assigned to us, we may destroy any records as we believe appropriate, absent a written agreement between us to the contrary. If we are required by applicable law to retain records for a particular period of time, the applicable law will supersede this general rule. In referring to records, we include electronic and 'hard copy' records.
- 8. <u>Resolution of Disputes</u>. Any dispute, claim or controversy (a "Dispute") between you and the Firm (including any of our partners, counsel, associates, employees, agents and representatives) arising out of or in any way relating to this agreement, any services we provide or our fees and costs for providing such services shall be determined by confidential, binding arbitration in Washington, DC. before a panel of three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation, or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this agreement) with respect to any final arbitration award pursuant to this agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) located in Washington, DC. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the parties understand that they are waiving certain important rights and protections that otherwise may have been available if a Dispute were determined by a judicial action including, without limitation, the right to a jury trial, and certain rights of appeal.

Mr. Douglas Goodyear December 30, 2021 Page 5

In any Dispute, other than one for which applicable law forbids it, the prevailing party shall recover its reasonable attorneys' fees and costs, except that the parties shall bear equally all costs and fees of JAMS and the arbitrator.

The parties shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Each party agrees that it shall use its reasonable best efforts to cause its directors, officers, partners, associates, employees, affiliates, and agents to abide by this confidentiality agreement.

This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Washington, DC, exclusive of conflict or choice of law rules. The parties acknowledge that this agreement evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16.

***** * * *

If you have any questions about the matters described above, please let us know. This agreement contains important information about your rights, obligations and agreements with us, so we encourage you to consult independent counsel or any other advisor you wish about the information set forth above, including the conflict of interest waivers sought in this letter, the financial and other obligations that you are undertaking in this agreement, and the procedures for resolution of disputes.

Mr. Douglas Goodyear December 30, 2021 Page 6

Once again, we appreciate the opportunity to work together.

Sincerely,

Claire E Reade

Umi 9. Krade

ACCEPTED AND AGREED TO:

Mr. Douglas Goodyear For DCI Group AZ, L.L.C.

Attachments

-- Expenses Charged to Clients

EXPENSES CHARGED TO CLIENTS As of January 1, 2021

CHARGES PAID TO THIRD PARTIES			
Disbursement Category	Standard Client <u>Charge</u>	Description	
Transportation Allowance	cost	Taxi, Parking or Subway charge for employees who work in excess of 2 hours overtime	
Meal Allowance	cost	Meal reimbursement (not to exceed \$10 (\$20 - NY) for staff) for meals incurred by employees who work in excess of 2 hours overtime	
Other Computer Research	cost	Excludes Lexis and Westlaw; includes Dun & Bradstreet, Courthouse News Service, etc.	
Telephone	n/c	No charge	
Travel	cost	Costs of airfare, travel agency fees, meals, lodging, etc.	
Local Transportation	cost	Costs of taxis, subways, etc.	
Local Meals	cost	Costs of meals not incurred on travel status	
Outside Duplicating	cost	Costs of duplicating jobs sent to outside vendors	
Equipment & Furniture Rental	cost	Only charged when preauthorized by client	
Postage	n/c	No charge	
Air Delivery Services	cost	Includes Federal Express, DHL, etc.	
Meetings & Functions	cost	Costs of meals and beverages provided at meetings	
Local Counsel/Outside	cost	Cost of local/outside counsel fees and	
Counsel		disbursements	
Arbitrators	cost	Costs of arbitration fees	
Consulting Fees	cost	Costs of consultants, outside experts, etc.	
Depositions & Transcripts	cost	Costs of depositions, transcripts, etc.	

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Filing Fees	cost	Costs of court and agency, filing fees
Litigation Support	cost	Costs of third-party case technology/ediscovery
Witness Fees	cost	Costs of witness fees

Witness Fees	cost	Costs of witness fees	
CHARGES FOR INTERNAL SERVICES			
Category	Stand	ard Client Charge	
Lexis and Westlaw Computer Research		ts benefit from the Firm's favorable fee gements with Lexis and Westlaw.	
	Lexis off the howe disbu- behal	rirm negotiates favorable rates for computerized and Westlaw research. The effective discount e standard Lexis and Westlaw rates will, ver, depend on actual usage. The Firm limits resements to the actual charges incurred on f of clients and applies discounts arising from vorable negotiated rates.	
Litigation Support (or e-Discovery + Data Analytics)	Produ - -	Hosting, Data Processing and Document action: \$14.00 per GB per month Near-line Storage: \$2.00 per GB per month Offline/Archive Storage: \$1.00 per GB per month nal Relativity User Fees: \$75.00 per month	
Duplicating	\$0.75 Note:	per copy – Black & White per copy – Color Pricing for individual duplicating jobs in s of 25,000 prints may be individually iated	
Binding	No ch	narge	
Telecopy	No ch	narge	